

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

Cases 10-CA-210479

**NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO, BRANCH 461**

and

**10-CA-214592
10-CA-214596
10-CA-214599**

**AMERICAN POSTAL WORKERS
UNION, AFL-CIO, LOCAL 523**

and

10-CA-215559

**NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO, BRANCH 459**

DECISION AND ORDER

Statement of the Cases

On December 21, 2018, the United States Postal Service (the Respondent), National Association of Letter Carriers, AFL-CIO, Branch 461 (Letter Carriers Branch 461), American Postal Workers Union, AFL-CIO, Local 523 (Postal Workers Local 523), National Association of Letter Carriers, AFL-CIO, Branch 459 (Letter Carriers Branch 459) (collectively, the Local Unions), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The Respondent waived all further and other proceedings before the Board to which it may be entitled under the National Labor Relations Act (the Act) and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.¹

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington,

¹ Chairman Ring is recused and took no part in the consideration of this case.

D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.²

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The Respondent provides postal services for the United States and operates various facilities throughout the United States in the performance of that function, including its facilities located at Manor Station at 3331 Healy Drive, Winston-Salem, North Carolina; Winston-Salem Station, 1500 North Patterson Avenue, Winston-Salem, North Carolina; North Point Station, 7840 North Point Boulevard, Winston-Salem, North Carolina; and Hilburn Annex, 6508 Hilburn Drive, Raleigh, North Carolina. The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. § 101 et seq.

2. The labor organizations involved

At all material times, the Local Unions have been labor organizations within the meaning of Section 2(5) of the Act.

At all material times, National Association of Letter Carriers, AFL-CIO (Letter Carriers National Union) and American Postal Workers Union, AFL-CIO (Postal Workers National Union) (collectively, the National Unions) have been labor organizations within the meaning of Section 2(5) of the Act.

² We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Courts of Appeals, remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

Member Emanuel would not approve the parts of the Order that require the Respondent to take action with respect to "any other . . . union with which the Respondent has an exclusive collective-bargaining relationship at these facilities," because no violations against other unions are alleged as part of this case.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, United States Postal Service, Winston-Salem and Raleigh, North Carolina, its officers, agents, successors, and assigns shall:

1. Cease and desist from the following in connection with the Respondent's employees employed in the Respondent's facilities at Manor Station, 3331 Healy Drive, Winston-Salem, North Carolina (Manor Station); Winston-Salem Station, 1500 North Patterson Avenue, Winston-Salem, North Carolina (Winston-Salem Station); North Point Station, 7840 North Point Boulevard, Winston-Salem, North Carolina (North Point Station); and Hilburn Annex, 6508 Hilburn Drive, Raleigh, North Carolina (Hilburn Annex Station).

(a) Refusing to bargain collectively and in good faith with the National Unions, by failing to furnish, or by unduly delaying furnishing, information that is relevant and necessary to the Local Unions in performing their duties for the National Unions, the exclusive bargaining representative of the units.

If the union seeks information related to a claim under the Federal Employees' Compensation Act (FECA - also referred to as "Workers Compensation"), the Respondent agrees to fulfill its statutory obligations by following Department of Labor regulations or otherwise by appropriately negotiating about such a request.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by the National Labor Relations Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Upon request, furnish the Local Unions, or any other union with which the Respondent has an exclusive collective-bargaining relationship at the Respondent's facilities at its Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and its Hilburn Annex Station in Raleigh, North Carolina, with necessary and relevant information in a timely and appropriate manner.

(b) Waive, for 30 days following issuance of the Board's Order, any contractual deadlines for filing and pursuing grievances related to the requested information that the Local Unions missed due to the Respondent's delay in providing the information requested as described in paragraphs 12, 15, 18, and 21 in the May 31, 2018 Consolidated Complaint, and paragraphs 9 through 12 in the July 2, 2018 Complaint.

(c) Maintain a log at each of the Respondent's facilities at its Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, in which the Respondent will immediately record each information request that the Local Unions, or any other union with which the Respondent has an exclusive collective-bargaining relationship at these facilities, tendered to the Respondent orally or in writing, at those facilities. These logs shall include the following information: a brief description of the information requested; the name of the individual who is making the request; the union and unit involved; the name of the supervisor who received the request; the date the request was made; and the date that the Respondent's manager or supervisor provided the Local Unions or other such union with which the Respondent has an exclusive collective-bargaining relationship at its facilities at its Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, with the requested information. If the manager or supervisor, having reviewed the documents requested, believes that the Respondent will need additional time to furnish the information, the manager or supervisor will inform the Local Unions, or any other such union with which the Respondent has an exclusive collective-bargaining relationship at these facilities, in writing, requesting additional time and explaining the need for additional time. Union stewards will be granted reasonable access to the logs, upon request.

(d) Provide for each manager and supervisor who is designated to receive union requests for information at the Respondent's Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, annual training that encompasses how to maintain the log and how to tender the relevant information the Local Unions, or any other such union with which the Respondent has an exclusive collective-bargaining relationship at these facilities, requested; and require that each such manager and supervisor sign an acknowledgment form attesting to the fact that he or she has completed this training. A copy of this acknowledgement form shall be maintained in the manager's or supervisor's training and history files. Managers or supervisors who fail to supply relevant information, or who unreasonably delay in supplying such information, to the Local Union, or other such union with which the Respondent has an exclusive collective-bargaining relationship at its Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, will have this fact mentioned in the "corrective action" column of the semi-annual audit report provided to the district manager and district manager of human resources. A repeated violation could lead to discipline of the supervisor or manager.

(e) Provide to union stewards of any union with which the Respondent has an exclusive collective-bargaining relationship at its Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, the name of the manager or supervisor in each location who is designated to receive union requests for information at the facility and when that designated manager or supervisor has changed.

(f) Require the Respondent's legal or labor relations department to conduct semi-annual audits of the logs at the Respondent's Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, to ensure that the Local Unions', and other such unions' with which the Respondent has an exclusive collective-bargaining relationship at these facilities, information requests are being handled in a timely and appropriate manner, and to ensure the logs are being properly maintained. Following the audit, the legal or labor relations department shall tender a written report that will be forwarded to the district manager and district manager of human resources.

(g) Within 14 days of service by the Region:

(i) Post at the Respondent's Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, copies of the Notice to Employees that the Regional Director for Region 10 shall provide to the Respondent for posting. The Region will provide copies of the notices that the Respondent will be required to duplicate in color at its own expense, before posting. The duplicated copies, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted;

(ii) Electronically post the Notice to Employees for employees at the Respondent's Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, if the Respondent customarily uses electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees;

(iii) Send a copy of any Board Order and Notice to Employees to all its supervisors and managers at the Respondent's Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina.

(h) Within 21 days after service by the Region, file with the Regional Director a signed and sworn Certificate of Compliance, Part 1 form certifying that it has complied with this Order. The certification shall include a copy of the documents signed by a responsible official attesting to the dates that the notices were received at each facility, the dates that the notices were posted, and where the notices were posted; the certification shall also include the dates the Respondent sent the Board Order and Notice to its managers and supervisors, a list of the names and job titles of the individuals to whom the Respondent sent them, and the method the Respondent employed to send them.

(i) Upon request, provide to the Regional Director of Region 10 or his designee, copies of the logs described above in subparagraph (c); the acknowledgement forms, audit reports, and discipline described above in subparagraph (d); and the semi-annual

audits and reports from the Respondent's legal or labor relations department described above in subparagraph (f).

Dated, Washington, D.C., August 26, 2019.

Lauren McFerran, Member

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT unreasonably delay in providing **National Association of Letter Carriers, AFL-CIO, Branch 461; American Postal Workers Union, AFL-CIO, Local 523; and National Association of Letter Carriers, AFL-CIO, Branch 459** with information that they or their National Unions need to represent you.

WE WILL NOT in any like or related manner interfere with your rights under the National Labor Relations Act.

WE HAVE provided National Association of Letter Carriers, AFL-CIO, Branch 461, with the information that it requested on:

- July 10, 2017, and again on August 1, 2017
- August 22, 2017, and again on September 15, 2017
- October 10, 2017, and again on November 6, 2017
- November 15, 2017.

WE HAVE provided American Postal Workers Union, AFL-CIO, Local 523, with the information that it requested on:

- January 13, 2018, and again on January 21, 2018
- January 15, 2018, and again on January 21, 2018.

WE HAVE provided National Association of Letter Carriers, AFL-CIO, Branch 459 with the information it requested in writing on January 26, 2018, and again orally several times in February 2018.

WE WILL, upon request, provide National Association of Letter Carriers, AFL-CIO, Branch 461; American Postal Workers Union, AFL-CIO, Local 523; and National

Association of Letter Carriers, AFL-CIO, Branch 459 with necessary and relevant information in a timely and appropriate manner.

WE WILL waive for 30 days following issuance of the Board's Order, any contractual deadlines for filing and pursuing grievances related to the requested information that National Association of Letter Carriers, AFL-CIO, Branch 461; American Postal Workers Union, AFL-CIO, Local 523; and National Association of Letter Carriers, AFL-CIO, Branch 459 missed due to our delay in providing the information requested.

WE WILL maintain at each of our facilities located at Manor Station, 3331 Healy Drive, Winston-Salem, North Carolina; Winston-Salem Station, 1500 North Patterson Avenue, Winston-Salem, North Carolina; North Point Station, 7840 North Point Boulevard, Winston-Salem, North Carolina; and Hilburn Annex Station, 6508 Hilburn Drive, Raleigh, North Carolina, a log in which we will immediately record each information request that any union at these facilities with which we have an exclusive collective-bargaining relationship makes, either orally or in writing, at that facility. **WE WILL** provide these unions with reasonable access to these logs that pertain to their requests.

WE WILL provide annual training for each manager and supervisor who is designated to receive union requests for information at each of our Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina. Such training will encompass how to maintain the log and how to tender the relevant information to any union with which we have an exclusive collective-bargaining relationship at each of these facilities.

WE WILL provide to union stewards of any union with which we have an exclusive collective-bargaining relationship at our Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, the name of the manager or supervisor in each location who is designated to receive union requests for information at the facility and when that designated manager or supervisor has changed.

WE WILL require our legal or labor relations department to conduct semi-annual audits of the logs at each of our Manor, Winston-Salem, and North Point Stations in Winston-Salem, North Carolina, and Hilburn Annex Station in Raleigh, North Carolina, to ensure that the information requests of any union with which we have an exclusive collective-bargaining relationship are being handled in a timely and appropriate manner and to ensure the logs are being properly maintained.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlr.gov/case/10-CA-210479 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

